that where a duly appointed agent of the company acts in its behalf, within the scope of his authority, as otherwise determined, his acts shall be binding on the company. *Whited* v. *Germania, etc., Ins. Co.*, 76 N. Y. 415. This latter rule seems much more equitable.

MASTER AND SERVANT—FELLOW SERVANT'S NEGLIGENCE—GENERAL REPUTATION—KNOWLEDGE OF MASTER—LAMBRECHT v. PFIZER, 63 N. Y. Supp. 591.—A fellow-servant, with a general reputation for incompetency, negligently pushed a truck into a shaft and thereby caused injury to the plaintiff, who was on a platform elevator below. *Held*, master not liable.

The court held that the general reputation for incompetency of a servant among his fellow servants was not sufficient to charge the employer with knowledge of the same without proof of specific cases of negligence, in which respect the plaintiff failed to establish his case. *Park* v. *Railroad Co.*, 155 N. Y. 215. It has been held, however, that ignorance of incompetency tends to show negligence on the part of the master and he is liable accordingly. 12 *Am. & Eng Ency.* 912. Cooley, J., seems to favor this idea in *Davis* v. *Detroit R. R. Co.*, 20 Mich. 124.

MASTER AND SERVANT—INJURIES TO SERVANT—INSTRUCTIONS—RIBICH v. LAKE SUPERIOR SMELTING CO., 82 N. W. 279 (Mich.).—An employee was injured by the explosion of a pot of molten copper which he dumped at a place where there was water. *Held*, that an instruction that it was the duty of the master to warn plaintiff that an explosion might result from contact with water, and of the "nature, force, and probable effect" of such explosion, was not erroneous as imposing upon the master the duty of foretelling the precise result of any possible explosion. The master is not discharged by informing servant generally that the service is dangerous. *Am. & Eng. Ency. of Law* (*1st ed.*) 14-897. The master should inform servant of dangers likely to result from explosion from contact of hot metal with water. *McGowan* v. *La Plata Mining and Smelting Co.*, 3 McCrary's Rep. (393). See note to *Farmer* v. *Ant. Iowa R. R. Co.*, 24 N. W. 895.

MARITIME TORTS—DEATH FROM NEGLIGENCE—LAW APPLICABLE—RUNDELL v. LA CAMPAGNIE, 100 Fed. 655.—Plaintiff's intestate met his death at sea in the collision of the La Bourgogne. Negligence was alleged and damages asked for. *Held*, in absence of allegation that death occurred on the ship flying the French flag, the tort must be held to have been committed on the high seas, to which the local French law is unapplicable and the general maritime law, which gives no action for death by negligence, applies.

This we deem to be a good interpretation of a bad law. Congress should fill the gap in the maritime law that Lord Campell's Act did for the common law.

MARRIAGE SETTLEMENTS—SEPARATION—VALIDITY—KING v. MOLLOHAN ET AL., 60 Pac. Rep. 731 (Kan.).—Where husband and wife by mutual agreement separated and made mutual conveyances in consideration thereof. *Held*, such conveyances valid in law.

The disposition of courts to regard the intention of contracting parties and their reluctancy to permit the marriage status to be disturbed by agreement of the parties have led to fine distinctions among the authorities, Sir William Scott in *Mortimer* v *Mortimer*, 2 Hagg. Cous. 318, holding no agreement binding between married persons in consideration of separation; also *Parsou's Coutr.*, p 358, but an agreement to make a settlement for support during such separation is upheld. *Wilson* v. *Wilson*, 3 B. & Ad. 743; *Dutton* v. *Dutton*, 30 Ind. 452. But an executory agreement to this effect before separation has taken place will not be enforced. *Walker* v. *Walker*, 9 Wall 743.